

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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SCOPE OF WORK PROVISION

FOR

HOUSEMOVER (LABORER)

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,
RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO,
SANTA BARBARA AND VENTURA COUNTIES

HOUSEMOVER, STRUCTURAL LIFTER AND MOVERS' AGREEMENT

between

THE ASSOCIATED GENERAL CONTRACTORS, INC.

and

THE SOUTHERN CALIFORNIA

DISTRICT COUNCIL OF LABORERS

This Agreement entered into this first day of July 2007, by and between the Associated General Contractors of California, Inc., on behalf of their respective eligible members, hereinafter referred to as the CONTRACTORS; and, the Southern California District Council of Laborers affiliated with Laborers' International Union of North America, AFL-CIO, on behalf of itself and on behalf of its affiliated Local Unions which have jurisdiction over the work in the territory hereinafter described, hereinafter referred to as the UNION.

PURPOSE

The Contractors are engaged in the business of moving various structures in Southern California and, in the performance of their present and future operations, are employing and will employ workers under the terms of this Agreement. The Contractors want to be assured of their ability to procure workers in the geographic area hereinafter defined in Article I, in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction work. The Union and the Contractors, by this Agreement, intend to establish uniform rates of pay, hours of employment and working conditions for the employees covered by this Agreement. The Union and the Contractors further intend by this Agreement to provide, establish and put into practice an effective method for the settlement of misunderstandings, disputes or grievances, with the thought in mind that the Contractors are assured continuity of operation and the employees of the Contractors are assured continuity of employment and industrial peace is maintained.

ARTICLE I

General Provisions

A. DEFINITIONS:

1. The term "Contractor" or "Employer," as used herein, shall refer to an Employer party to or bound by this Agreement.

2. The term "Association," as used herein, shall refer to the Associated General Contractors of California, Inc.

3. The term "Union," as used herein, shall refer to the Southern California District Council of Laborers and its affiliated Local Unions which have jurisdiction over the work in the territory covered by this Agreement. The term "Local Union," as used herein, shall refer to a local Union affiliated with Southern California District Council of Laborers, which has jurisdiction over the work in the territory covered by the Agreement.

4. The term "Worker," as used herein, shall refer to a person, or persons, in the labor market who are not employed.

5. The term "Employee(s)" as used herein, shall refer to the employed person, or persons, working in the jurisdiction covered by this Agreement.

6. The term "Superintendent" as used herein shall refer to an employee who does not work with the tools of the trade and who may supervise employees working at the trade.

7. All personal nouns and pronouns refer to the male and female gender.

8. The "Method of Delivery of Written Notices," required by this Agreement shall be satisfied by one of the following means of delivery: email, fax, certified mail or regular mail.

B. COVERAGE

1. This Agreement shall apply to and cover all hours of employment of each employee of the Contractors, including Developers, Builders or Construction Managers and to Owner-Builders to the extent permitted by law within the territory as described in this paragraph, employed to perform or performing any construction work as such employees and construction work are respectively defined hereafter in this Agreement in the area known as Southern California and more particularly described as the Counties of Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern and in addition: Richardson Rock, Santa Cruz Island, Arch Rock, San Nicholas Island, Santa Catalina Island, San Miguel Island, Santa Barbara Island, San Clemente Island, Santa Rosa Island, Anacapa Island, including the Channel Islands Monument.

2. This Agreement is made for and on behalf of and shall be binding upon all eligible persons, firms or corporations who at the time of execution of this Agreement are, or during the term hereof become, eligible members of the Associations.

3. Each individual Contractor, whether corporate or other legal entity, or its successor, shall be liable under, subject to and bound by this Agreement. It is agreed that the wages, hours and working conditions of this Agreement are the wages, hours and working conditions in the area covered by this Agreement. The Union shall not dispatch workers or permit employees to work for a person, firm, limited liability company, partnership, joint venture or other legal entity who, as a "broker," or subcontractor,

furnishes workers to perform work covered by this Agreement, or who arranges for workers to be placed upon the payroll of a Contractor. A "broker" is a person, firm, limited liability company, partnership, joint venture or other legal entity, including a Contractor or Subcontractor, who hires or arranges for the hire of jobsite employees but does not supervise or control their work or maintain the equipment they use.

4. This Agreement is separate and distinct from and independent of all other Agreements entered into between the Union and other Contractor organizations, irrespective of any similarity between this Agreement and any such other Agreements, and no acts or things done by the parties to such Agreements or notices given pursuant to the provisions hereof, shall change or modify this Agreement or in any manner affect the contractual relationships of the parties herein, except as otherwise provided in the Article covering existing and other Agreements.

5. (a) This Agreement shall cover structural lifting and moving, including but not limited to the following: preparation of, raising, movement by use of trucks, dollies or rollers, and the lowering of any type of structure; hydraulic jacking; flat jacking; installation of support shoring; seismic retrofitting which includes the installation of base isolators, cruciforms, and flat jacks; moving and positioning of structures constructed of wood, steel, brick, glass, and/or concrete; installation, repair, modification, demolition, addition or improvement, in whole or part, of any modular building structure, including but not limited to lowering each section onto the foundation; connecting each section of the modular structure; finish work along the modlines; and similar work incidental to the installation of the modular structure.

(b) It is agreed that work covered by the following agreements: Master Labor Agreement, Plaster Tenders, Brick Tenders, Tunnel, Gunite, Asbestos, Housemovers, Horizontal Directional Drill, Parking and Highway Improvement and Landscape are a part of the work description covered by this Agreement and are a part of the bargaining unit work covered by this Agreement for work in the Eleven Southern California Counties. To the extent that any work covered by such agreement is encompassed by any construction agreement being performed by or let to the Contractor, such other wages, hours and economic terms of employment shall be considered a part of this Agreement in the Eleven Southern California Counties by reference. It is agreed that the foregoing work is unit work and as such the subcontracting provisions of Article V shall be applicable to such work.